

RECORDATION NO. 21413 FILED

LAW OFFICES

REA, CROSS & AUCHINCLOSS  
SUITE 570

MAY 15 '98

3-54 PM

1707 L STREET, N.W.

WASHINGTON, D. C. 20036

(202) 785-3700

FACSIMILE: (202) 659-4934

DONALD E. CROSS (1923-1986)

THOMAS M. AUCHINCLOSS, JR.

LEO C. FRANEY

JOHN D. HEFFNER

KEITH G. O'BRIEN

BRYCE REA, JR.

BRIAN L. TROLANO

ROBERT A. WIMBISH

BY HAND

May 15, 1998

Ms. Janice Fort  
Equipment Recordation Office  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

RE: Lease Agreement on Rail Cars  
Caldwell-Baker Company - Lessor  
Columbia Grain International, Inc. - Lessee

Dear Ms. Fort:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 is the following document:

An original copy of a Lease Agreement dated August 15, 1997 -- a primary document as defined in the Board's Rules for Recordation of Documents under 49 CFR § 1177. The names and addresses of the parties to this Lease Agreement are:

Lessor: Caldwell-Baker Company  
5250 W. 94th Terrace  
Prairie Village, KS 66207

Lessee: Columbia Grain International, Inc.  
900 2nd Ave. North  
P.O. Box 1969  
Great Falls, Montana 59403

A full description of the railroad equipment covered by this Security Agreement is as follows:.

Two hundred and twenty-three (223) 4,740-4,785 cubic foot, 100 ton, through hatch, gravity discharge, covered hopper cars (reporting marks as listed in Exhibit A of the Lease Agreement).

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
MAY 15 3 54 PM '98

*Clarence Fort - Robert A. Wimbish*

Ms. Janice Fort  
May 15, 1998  
Page Two

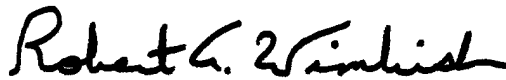
A short summary of the enclosed document to appear in the Commission's index is:

Lease Agreement dated August 15, 1997, between Caldwell-Baker Company (Lessor) and Columbia Grain International, Inc. (Lessee) covering two hundred and twenty-three (223) 4,740-4,785 cubic foot, 100 ton, through hatch, gravity discharge, covered hopper cars.

A recordation fee of \$26.00 is enclosed.

Please let me know if you need anything else.

Sincerely Yours,

A handwritten signature in black ink, reading "Robert A. Wimbish". The signature is written in a cursive style with a large, stylized "R" and "W".

Robert A. Wimbish

Enclosures

cc: William J. Hornung

Lessor regarding the leasing of these 223 railcars, including maintenance, damage, or possible destruction of any Car under this Agreement.

8. Responsibility for damage, loss, or destruction of Cars will be determined in accordance with the AAR Interchange Rules. If any Car is damaged beyond repair or is destroyed, lost or stolen, rent for such Car will abate as of the date of such damage, destruction, loss or theft, as determined by the Lessor.

9. Lessee will have sole use of Cars during the full term of this Agreement subject to normal interchange by Lessee. Cars furnished under this Lease Agreement must be suitable for loading to 268,000 pounds Gross Weight on Rail (GWOR).

10. Lessee has the right to load the Cars to Canada or Mexico via barge or rail. If a Car is destroyed, stolen or damaged and the responsibility for such loss or damage, according to AAR Interchange Rules, is found to be borne by a Mexican railroad, receiver, or shipper. Lessee will be responsible for the associated repair costs or the AAR depreciated value of the Car in the event of non-payment by the Mexican railroad, receiver, or shipper. In the event that Lessee is required to pay for any loss or damage to a Car, as provided for herein, Lessor agrees to assign the Lessee all its rights and interests with respect to such loss of Car. This is not a liquidated damages clause.

11. In the event that the average actual mileage for all Cars exceeds 35,000 miles per Car in a calendar year, Lessee shall pay the Lessor \$0.03 per mile for each mile over the 35,000 mile average. Any Cars covered by this Lease during only a portion of the calendar year shall be measured on a pro-rated basis for the calculation of amounts due the Lessor.

12. Lessee will arrange, at no cost to Lessor, the transportation of Cars on BNSF's lines in receiving and returning the Cars to Lessor at any BNSF interchange point or BNSF/Lessee's loading station. Lessee will store Cars free up for fifteen (15) days after expiration of this Agreement, after which a prorated storage charge of \$50 per Car per month will be due Lessee. Cars cease to be subject to rental and other charges when they reach the BNSF's interchange point, BNSF/Lessee loading station or BNSF/Lessee storage location depending upon disposition notice instructions. Lessor must give Lessee disposition notice thirty (30) days before the final day of this Agreement or Cars will be free of rental and other charges when made empty prior to movement to storage or designated turn back location.

13. Lessee may sublease the Cars without permission of Lessor: provided, however, Lessee will remain responsible to Lessor in all aspects under this Agreement.

14. The Cars provided to Lessee shall be suitable for grain loading and returned to Lessor suitable for grain loading. Subject to joint inspection, Lessor will be responsible for cleaning Cars before going to Lessee's service and Lessee will be responsible for cleaning Cars before returning to Lessor.

15. Lessee agrees to indemnify and hold harmless, Lessor from any loss, damage, liability, claim or expense including reasonable attorney fees, arising out of the use of the Cars, including any loss or damage which is caused solely by the loading of the Cars to a gross weight on rail of 268,000 pounds during the term of this Agreement, excepting however, any loss, damage, liability, claim or expense which is attributable to the actual negligence or willful misconduct of Lessor, its agents, or employees. Lessee will indemnify Lessor against structural damage or failures caused by loading of the Cars to a gross weight on rail of 268,000 pounds, excepting however, ordinary wear and tear covered by the maintenance provisions of this Agreement.

16. Lessor shall not be liable for any loss or damage to any commodities or shipped in the Cars. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to hold harmless Lessor from, any claim in respect of such loss or damage.

LEASE AGREEMENT

MAY 15 '98

3-54 PM

This Lease Agreement ("Agreement"), entered into this 15th day of August, 1997 by and between Caldwell-Baker Company ("Lessor"), 5250 W. 94<sup>th</sup> Terrace, Prairie Village, KS 66207 and Columbia Grain International, Inc. ("Lessee"), 900-2<sup>nd</sup> Avenue North, P.O. Box 1969, Great Falls, Montana 59403:

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

1. Lessor will provide to Lessee two- hundred and twenty- three (223) 4,740-4,785 cubic foot, 100-ton, trough hatch, gravity discharge, covered hopper Cars (individually a "Car", collectively "Cars") identified in Exhibit A attached hereto and made a part hereof.
2. The term of the Agreement is the sooner of October 1, 1997 through October 31, 1999. Rent for Cars not in Lessee's possession for a full calendar month will be prorated on a daily basis (based on the monthly charge stated in Item 5 of this Agreement). If Cars are not in Lessee's possession on or before December 15, 1997, Lessee has the right to refuse delivery of such Cars.
3. All Cars must be clean, mechanically acceptable and suitable for grain loading. Lessee reserves the right to determine the initial acceptability and suitability of each Car. Lessee's rental obligation will begin with the date the Car is received empty on BNSF's line and is declared mechanically acceptable and suitable for grain loading by Lessee. The loading of each Car will constitute initial acceptance by Lessee. At the end of the term (1999) Lessee's rental obligation will cease when the Car reaches the Lessor's designated interchange point, Lessor's loading station or Lessor's storage location designated by the Lessor. Cars are intended to be used for the transportation of grain and grain products.
4. If upon subsequent mechanical inspection any Car is found to be unsuitable for continued use by Lessee or if any Car becomes damaged, but not damaged beyond repair, the Car will be reported to Lessor for correction of defect. If the Lessor refuses to correct such defect, the Car will be deleted from this Agreement and rent will abate as of the date of such notice to Lessor. If at Lessor's request the Car is moved to a shop for repair, rent will abate as of the day the Car is switched into the property of such repair shop or interchanged with a connecting line carrier, whichever is earlier. If the Car is unmovable, it will be held for disposition, deleted from this Agreement and rent will abate as of the date the Car became unmovable. Rent will be reinstated as of the day the repaired Car is returned to service on BNSF's lines.
5. For the use of the Cars, Lessee agrees to pay Lessor \$375.00 (three-hundred and seventy-five dollars) per Car per month, however partial months will be prorated on a daily basis. Lessee will pay no mileage allowance while Cars are on BNSF tracks. All mileage fees or rentals earned off-line by Cars covered under this Agreement will be retained by Lessee through monthly settlement of the off-line earnings statement for each Car. Lessee reserves the right to audit such statements. Lessor agrees to register the Cars in UMLER as leased to BNSF. Rent will be abated for all time, including positioning, any cars are out of Lessee service at the request of the Lessor or the original owner for any reason including inspection and restenciling.
6. Payment of rental will be in arrears. Lessee will make payment by the 10th day following the end of each month. Lessor will provide a monthly invoice until all Cars are delivered to Lessee. The monthly rental shall be \$375 per month times 223 cars = \$83,625 per month prorated to a daily basis for partial months.
7. Lessor assumes responsibility for all taxes with respect to the Cars. Lessor will be responsible for the cost and expense of maintaining the Cars in conformity with the Association of American Railroads ("AAR") Interchange Rules, the regulations of the Department of Transportation and any other governmental authority having jurisdiction over the maintenance of such Cars. Running repairs as specified by the AAR Interchange Rules will be made without prior written notice to Lessor. No other repairs, alterations, or modifications, of any kind, may be made to the Cars. Any notices given by BNSF to Lessee will be immediately forwarded to

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

CALDWELL-BAKER COMPANY

By: Carla B. B. B.

Title: President

Date: 8/15/97

COLUMBIA GRAIN INTERNATIONAL, INC.

By: Don V. V.

Title: Merchant

Date: 8-18-97

## Exhibit A

	A	B	C	D	E
1	464041	464670	464727	464789	464847
2	464042	464671	464729	464791	464848
3	464087	464672	464731	464792	464849
4	464100	464674	464732	464793	464851
5	464112	464675	464733	464795	464852
6	464137	464676	464734	464797	464853
7	464166	464677	464736	464798	464854
8	464168	464678	464737	464799	464855
9	464170	464679	464738	464800	464856
10	464175	464680	464739	464801	464857
11	464192	464681	464740	464802	464858
12	464193	464682	464742	464804	464859
13	464195	464683	464743	464806	464861
14	464197	464684	464745	464807	464862
15	464198	464686	464747	464808	464864
16	464199	464687	464748	464809	464865
17	464202	464688	464749	464810	464866
18	464204	464690	464751	464811	464867
19	464208	464691	464752	464812	464870
20	464211	464693	464753	464813	464871
21	464212	464695	464754	464814	464872
22	464214	464697	464755	464816	464873
23	464260	464699	464757	464817	464875
24	464634	464700	464760	464818	464880
25	464635	464701	464761	464819	464881
26	464641	464702	464763	464820	464882
27	464642	464705	464765	464822	464884
28	464643	464706	464766	464823	464885
29	464644	464707	464767	464824	464886
30	464645	464708	464768	464825	464887
31	464647	464709	464770	464826	464890
32	464648	464710	464771	464829	464892
33	464650	464711	464772	464830	464893
34	464651	464712	464774	464831	464897
35	464652	464714	464775	464833	464899
36	464654	464715	464776	464834	464901
37	464655	464716	464777	464835	464902
38	464657	464717	464779	464836	464904
39	464659	464718	464780	464837	464906
40	464660	464719	464781	464838	
41	464661	464720	464782	464839	
42	464662	464722	464783	464841	
43	464664	464723	464784	464842	
44	464666	464724	464785	464844	
45	464667	464725	464787	464845	
46	464668	464726	464788	464846	

Added cars 464764,

794, 843,

868, 888, 907

**COLUMBIA GRAIN  
NEW EXHIBIT A TO LEASE AGREEMENT**

464041	464670	464727	464789	464848
464042	464671	464729	464791	464849
464087	464672	464731	464792	464851
464100	464674	464732	464793	464852
464112	464675	464733	464794	464853
464137	464676	464734	464795	464854
464166	464677	464736	464797	464855
464168	464678	464737	464798	464856
464170	464679	464738	464799	464857
464175	464680	464739	464801	464858
464192	464681	464740	464802	464859
464193	464682	464742	464804	464861
464195	464683	464743	464806	464862
464197	464684	464744	464807	464864
464198	464686	464745	464808	464865
464199	464687	464747	464809	464866
464202	464690	464748	464810	464868
464204	464691	464749	464811	464870
464208	464693	464752	464812	464871
464211	464695	464754	464813	464872
464212	464697	464755	464814	464873
464214	464699	464760	464816	464875
464260	464700	464761	464817	464880
464634	464701	464763	464818	464881
464635	464702	464764	464819	464882
464641	464705	464765	464820	464884
464642	464706	464766	464822	464886
464643	464707	464767	464823	464887
464644	464708	464768	464824	464888
464645	464709	464770	464825	464890
464647	464710	464771	464826	464892
464648	464711	464772	464829	464893
464650	464712	464774	464830	464897
464651	464713	464775	464831	464899
464652	464714	464776	464833	464901
464654	464715	464777	464834	464902
464655	464716	464779	464835	464904
464657	464717	464780	464836	464906
464659	464718	464781	464837	464907
464660	464719	464782	464838	
464661	464720	464783	464839	
464662	464722	464784	464841	
464664	464723	464785	464843	
464666	464724	464786	464844	
464667	464725	464787	464845	
464668	464726	464788	464847	

Deleted Cars: 464751, 753, 842, 846, 867, 885.

Prepared by CARLE BAKER 9/1/97

AFFIDAVIT

City of Washington )  
                              ) ss.  
District of Columbia)

Robert A. Wimbish, being duly sworn according to the law,  
deposes and states as follows:

1. I am submitting for recordation with the Surface  
Transportation Board the attached copy of a "Lease Agreement"  
dated as of August 15, 1997, by and between Caldwell-Baker  
Company ("Lessor") and Columbia Grain International, Inc.  
("Lessee").

2. I have compared the attached copy with the original  
document, and I have found the attached copy to be complete and  
identical in all respects to the original document.

Robert A. Wimbish  
(Signature)

Robert A. Wimbish  
(Printed or Typed)

Subscribed and sworn to before me, a Notary Public, in  
and for the City of Washington, District of Columbia, this 15th  
day of May, 1998.

My Commission expires:

03/31/2001

May P. Roberson  
(Notary Public)